

SETTLEMENT AGREEMENT AND RELEASE

Steven S. Meyers and Tabatha J. Meyers, hereinafter "the Meyers", enter this contract and agreement in release and settlement of any and all claims against the North Carolina Department of Health and Humans Services (hereinafter "DHHS"), including the Division of Public Health (hereinafter "DPH"), Person County and the Person County Health Department (hereinafter "PCHD").

The parties to this Agreement agree and stipulate that:

1. The Meyers are the owners of property located at 1144 Nelson Loop Road in Person County, North Carolina (Hereinafter "Loop Road property").
2. DPH, as a division of DHHS, is responsible for the enforcement of rules and statutes regulating on-site wastewater systems and environmental health specialists in PCHD act as agents of DHHS for enforcement of such rules and statutes.
3. The Meyers were issued an improvement permit and construction authorization by PCHD on September 4, 2013, revised on April 15, 2015, for installation of an on-site wastewater system on the Loop Road property. The wastewater system was installed and an Operation Permit was issued by PCHD for the installed system.
4. On December 8, 2016, the Meyers applied for a wastewater system repair authorization. The Meyers reported that their wastewater system had backed up into the house. The installer of the system checked the system and determined that the drainfield lines were filled to capacity. On December 12, and 13, 2016, PCHD investigated. PCHD determined that the existing system could not be used unless repaired. The repair will require a new gravity accepted repair system in addition to use of the existing septic tank.
5. The Meyers claim that PCHD improperly permitted the site and that PCHD and

DHHS are responsible for the costs of the repair system.

Based upon the foregoing stipulations, and in consideration of the compromise of any claims arising from the matters set out herein and the payment of the sums set out herein, the Meyers, DHHS, Person County and PCHD voluntarily and knowingly execute this Settlement Agreement and Release with the express intention of effecting the extinguishment of any and all rights, claims, demands or obligations which the Meyers have or may have against DHHS, DPH, Person County and PCHD on account of, connected with, growing out of or in any way arising out of the matters referred to herein.

NOW, THEREFORE, in consideration of the agreements contained herein, the parties contract and agree to the following terms:

1. DHHS and PCHD will pay the actual costs for the gravity accepted repair system, including installation of such system, on the Loop Road property, up to but not to exceed five thousand dollars (\$5,000.00) in complete settlement of the matter set out herein. The actual cost of the system will be paid to the Meyers by DHHS and PCHD, each paying fifty percent of the actual cost not to exceed five thousand dollars (\$5,000).

2. The Meyers shall install the gravity accepted repair system, as designated in the repair construction authorization issued by PCHD to Mr. Meyers on January 24, 2017, on the Loop Road property in accordance with all state and local laws and rules, including all applicable permits, authorizations, and approvals from PCHD, and agree to properly operate and maintain the wastewater system in accordance with state and local laws and rules.

3. The parties agree that all costs for the wastewater system, including but not limited to, tanks, pumps, drainlines, distribution boxes, cover, landscaping and all labor or services required for the installation of such items, are included in the payment provided by DHHS and

PCHD in accordance with this agreement and DHHS and PCHD shall not pay any additional funds of any kind to the Meyers.

4. The parties agree that the Meyers or their heirs, successors and assigns will perform all required operation and maintenance of the wastewater system for so long as the wastewater system and all such costs are solely the responsibility of the Meyers or their heirs, successors and assigns.

5. The Meyers, or any agent or contractor acting on their behalf, shall not make any changes to the wastewater system subsequent to issuance of permits or authorizations for the system by PCHD without the specific written approval of PCHD in accordance with applicable laws and rules.

6. For the sole and only consideration of a total amount stated above in paragraph 1, the undersigned Mr. and Mrs. Meyers, for themselves and for their heirs, executors, administrators, successors and assigns, do RELEASE AND FOREVER DISCHARGE DHHS, including DPH, Person County, PCHD, and their present or former officers, employees, agents and servants, both individually and otherwise, specifically including but not limited to Harold Kelly, Janet Clayton, Adam Sarver and Kevin Neal, of and from any and all, known or unknown, claims, demands, damages, actions, causes of action of whatever kind or nature, for the evaluation, issuance, denial, suspension, or revocation of any wastewater permits and authorizations, specifically including but not limited to any repairs or authorizations for repairs of systems, or for any evaluation, preparation, excavation, or installation related to any wastewater systems on the Loop Road property or the installation, operation or maintenance of the wastewater system on the Loop Road property, in any way connected to, either directly or indirectly, the approval or operation of a wastewater system on such property, or for any alleged breach of duty, neglect,

violation of constitutional rights, financial losses, lost wages or income, interest or mortgage rates, recoupment of expenses, payments to third parties, emotional distress, pain and suffering, and any and all other damages on account of or arising from the matters set out herein.

7. The Meyers acknowledge and agree that the release and discharge set forth herein is a general release of all claims on their behalf. The Meyers understand that this release is made as a compromise to avoid expense and to terminate all controversy and/or claims for damages or injuries, subrogation and third-party or otherwise, of whatever nature, known or unknown, including future developments thereof, in any way growing out of or connected to the matters set out herein. The Meyers expressly waive and assume the risk of any and all claims for damages, including any claims that they do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and that, if known, would materially affect their decision to enter into this settlement agreement and release

8. The Meyers understand and agree that the sums paid by DHHS and PCHD are solely by way of compromise of any claims and are not to be construed as an admission of wrongdoing or liability, and DHHS, DPH, Person County and PCHD specifically deny any wrongdoing or liability.

9. Nothing in this Agreement shall relieve the Meyers of their responsibility to comply with applicable rules and statutes for wastewater systems.


10. If either party fails to abide by the terms of this agreement, the other party shall enjoy any applicable remedy at law to enforce the terms of this agreement.

11. The parties understand and agree that they have read and reviewed this instrument and that this instrument contains the entire agreement between the parties hereto, that the terms of this contract and settlement agreement and release are contractual and are not mere recitals.

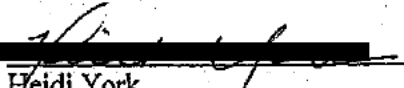
12. The parties understand and agree that the terms of this contract and settlement agreement and release are set out herein in their entirety and that no part of this contract and settlement agreement and release may be changed in any way unless the change is made in writing and signed by all parties.


13. This agreement becomes binding on the parties hereto only when signed by all named parties. The parties agree that the parties may sign facsimile or electronic copies of this agreement and it will have the same effect as an original signature, and signatures may be signed on separate pages and still have full force and effect.

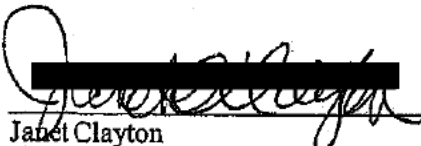
In witness whereof, the parties hereto have executed this contract and settlement agreement and release on this the 7th day of Feb., 2017 and have set forth their signatures and seals with the intention of executing this document under seal.


Steven S. Meyers



Tabatha J. Meyers


Heidi York
Person County Manager


Daniel Staley
Director, Division of Public Health,
DHHS


Janet Clayton
Health Director
Person County Health Department

JOSH STEIN
Attorney General


John P. Barkley
Assistant Attorney General

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Steven S. Meyers

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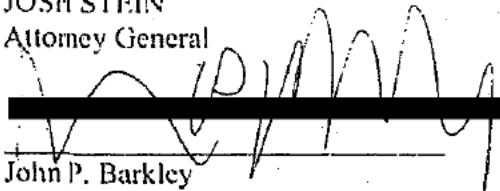
Heidi York
Person County Manager



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Director, Division of Public Health,
DHHS

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Attorney General



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